RETURN TO:
Covenant Escrow Services
3169 Professional Plaza, Ste 2
Germantown, TN 38138
(901) 759-0409

1/12/05 10:37:11 C BK 490 PG 465 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

## **WARRANTY DEED**

THIS INDENTURE, is made and entered as of the 30th day of December, 2004 by and between Peter A. Stapor and wife, and Lorrie Stapor, parties of the first part, and Michael S. Kistler and Lisa Kistler\*, parties of the second part.

\*husband and wife WITNESSETH: That for and in consideration of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said parties of the second part the following described real estate, situated and being in the County of Desoto, State of Mississippi:

Lot 5, Section "A", DEER CREEK SUBDIVISION, in Section 7, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 57, Page 35, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Tax Parcel I.D. 3073-0713.0-00005.00

Being the same property conveyed by deed of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book 0365, Page 0482, and re-recorded in Book 0366, Page 0372.

The source of Grantor's equitable interest is a Warranty Deed dated and recorded contemporaneously herewith.

Parties of the first part received their equitable interest in the above described property by Deed of record under Book 365, Page 482, Chancery Clerk's Office of Desoto County, Mississippi.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said parties of the second part, as joint tenants with the right of survivorship, not as tenants in common, and unto their assigns, or the heirs and assigns of the survivor, in fee simple forever.

The said parties of the first part do hereby covenant with the said parties of the second part that they are lawfully seized in fee of the aforedescribed real estate, that they have a good right to sell and convey the same; and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

IN WITNESS WHEREOF, parties of the first part have caused this instrument to be executed the day and year first above written.

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/L6rrie Stapo:

PUBLIC

## STATE OF TENNESSEE COUNTY OF SHELBY

On this 30 day of 700, personally appeared before me, the undersigned authority in and for said County and State, the within named Peter A. Stapor and wife, Lorrie Stapor, who acknowledged that be take signed and deligated that be taked. who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this 30th day of December, 2004.

Notary Public

My commission expires: 4-102007

1293 Biloxi Street, Hernando, MS 38632 COUNTY COUNT Property Address: Tax Parcel ID No.

Property Owner: Michael S. Kistler and Lisa Kistler Mail Tax Bills: Countrywide Home Loans, Inc. 6515 Poplar Avenue, Suite 109 Memphis, Tennessee 38119 (901) 685 - 2360 Instrument prepared by & return to: Phillip D. Waddell Attorney at Law

3169 Professional Plaza, Suite 2 Germantown, Tennessee 3813 8 (901) 759-0409

Buyer Address & Phone: Michael S. Kistler and Lisa Kistler

1293 Biloxi Street Hernando, MS 38632 Phone Number: Unknown Seller Address & Phone:

Peter A. and Lorrie Stapor Address: Unknown Phone Number: Unknown

1293 Biloxi Street

Hernando, MS 38632 ph # unknown